

CONTRACT OF SALE

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION. This contract form does not provide for what happens in the event of casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Land before the title closing.

WARNING: PLAIN LANGUAGE. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

CONTRACT OF SALE made as of the _____ day of July, 2019

BETWEEN:

Mahopac Bank, a New York State chartered bank, f/k/a Mahopac National Bank, with an address of 1441 Route 22, Brewster, New York 10509
Fed. I.D. No(s): 14-0855737, hereinafter called "Seller" and

Town of Carmel, a political subdivision of the State of New York, with an address of 60 McAlpin Avenue, Mahopac, New York 10541
Fed. I. D. No(s): _____, hereinafter called "Purchaser."

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A," annexed hereto and made a part hereof and also known as:

Street Address/Tax Map Designation (Town of Carmel S/B/L):
Parcel 1: 955 South Lake Boulevard, Mahopac, New York 10541 (parking lot) TM #76.9-1-14
Parcel 2: 929 South Lake Boulevard, Mahopac, New York 10541 (parking lot) TM #76.9-1-15
Parcel 3: 925 South Lake Boulevard, Mahopac, New York 10541 (1 use sm bld) TM #76.5-1-48
Parcel 4: Rt. 6, Mahopac, New York 10541 (parking lot) TM #76.5-1-50

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. The parties acknowledge that Parcel 3 has upon it a structure and it is agreed that Purchaser intends to and shall demolish said structure. Any personal property that may exist on the premises, whether owned by landlord/Seller or tenant shall be deemed abandoned on the date of closing. The remaining Parcels 1, 2 and 4 are vacant land.

✓
3. Purchase Price. The purchase price is Three Hundred Ninety Five Thousand and 00/100 Dollars (\$395,000.00) payable as follows:

- (a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"): \$79,000.00
- (b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed: \$0.00
- (c) by a purchase money note and mortgage from Purchaser to Seller: \$0.00
- (d) balance at Closing in accordance with paragraph 7: \$316,000.00

4. Existing Mortgage. None.

5. Purchase Money Mortgage. None

6. Downpayment in Escrow. None.

7. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

- (a) Cash, but not over \$1,000.00;
- (b) Good certified check of Purchaser drawn on or official check issued by, any bank, savings bank, trust company or savings and loan association, having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Purchaser;
- (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$1,000.00; and
- (d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Contingency. None.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

- (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation;
- (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;
- (d) Real estate taxes that are a lien, but are not yet due and payable; and
- (e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. Governmental Violations and Orders. Intentionally Deleted.

3

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

- (i) The Premises abut or have a right of access to a public road;
- (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
- (iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
- (iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except: d/b/a Tompkins Mahopac Bank, Mahopac National Bank and The Mahopac National Bank.

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same **"AS IS"** in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as may otherwise be set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. Closing, Deed and Title. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale Deed with covenants against grantor's acts in proper statutory short form to record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution or other required consents authorizing the sale and delivery of the deed showing that the transfer is in conformity with the requirements of applicable laws. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

4

15. Closing Date and Place. Closing shall take place at the office of Seller's attorney, Spain & Spain, P.C., 671 Route Six, Mahopac, NY 10541 ON OR BEFORE FIVE (5) BUSINESS DAYS FROM THE DATE SELLER PROVIDES PURCHASER THROUGH ITS ATTORNEY, WITH PROOF OF ABESTOS REMOVAL. TIME IS OF THE ESSENCE WITH RESPECT TO THE CLOSING DATE.

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return and Purchaser shall pay the amount of the tax shown to be due thereon and any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and indemnify, defend and save Seller harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Seller by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing.

(c) The delivery by the parties of any other affidavits required as a condition of recording the deed.

(d) The delivery of the Premises and all building(s) and improvements comprising a part thereof, vacant and free of leases or tenancies, together with keys to the Premises.

17. Deed Transfer and Recording Taxes. At Closing, checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the PURCHASER as per this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing: (i) taxes, including municipality administrative or other fee for permissible payment in parts, but excluding penalties for late payments; (ii) water charges and sewer rents, on the basis of the fiscal period for which assessed; (iii) fuel.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the

5

purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is canceled pursuant to its terms, other than as a result of Purchaser's default, this

6

contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices.

Any notice or other communication ("Notice") shall be in writing and either

(a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

(c) with respect to paragraph 7(b) or paragraph 20, sent by fax or e-mail to the party's attorney. Each Notice by fax or e-mail shall be deemed given when transmission is confirmed by the sender's fax machine or computer. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail. Any notice given by fax or e-mail received after 5 p.m. shall be deemed delivered on the next business day.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. NONE

28. Miscellaneous. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement

made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

29. Rider. See Rider annexed hereto and made a part hereof.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

SELLER
MAHOPAC BANK

PURCHASER
TOWN OF CARMEL

BY: _____
GERALD J. KLEIN, JR.
President & Chief Executive Officer

BY: _____
KENNETH SCHMITT
Supervisor

Attorney for Seller:

Name: Spain & Spain, P.C.
Address: 671 Route Six, Mahopac, NY 10541
Tel.: 845-628-5900
Fax: 845-628-0694
E-Mail: wspain@spainandspain.com
bfeinzig@spainandspain.com
jmacshane@spainandspain.com

Attorney for Purchaser:

Name: Costello & Folchetti, LLP
Address: 1875 Route Six, Carmel, NY 10512
Tel.: 845-225-1900
Fax: 845-228-4228
E-Mail: GFolchetti@costellofolchetti.com

RIDER TO CONTRACT OF SALE

BETWEEN: Mahopac Bank f/k/a Mahopac National Bank, as Seller(s) and,
Town of Carmel, as Purchaser(s)

DATED: July ____, 2019

RIDER PREVAILS

1. If there is a conflict between this Rider and the Contract of Sale, the provisions of this Rider shall prevail.

SUBJECT TO

2. In addition to the other provisions of the within contract, said premises are sold subject to (a) any state of facts an accurate survey and/or personal inspection of the premises may show, provided same does not render title unmarketable; (b) covenants, agreements, restrictions, easements and consents of record, provided same do not prohibit the use and maintenance of the improvements as currently zoned by the municipality; (c) the fact that electric, cable, including appurtenances thereto may be on, under or about the premises; (d) mining and mineral rights, if any; (e) any variance or encroachment of any fence, wall, hedge, driveway and the like, surrounding the premises. In the event any improvements to the premises violate the covenants and restrictions of record, the existence of such violation shall not be deemed an objection to title provided the title company shall insure that the said improvement may remain in the present location as long as the same shall stand or that said violations are unenforceable and if applicable will not result in any right of re-entry or reverter.

COVENANTS AND EASEMENTS

3. Whatever else is stated in the Contract of Sale and paragraph 2 of this Rider, title to the premises shall be delivered subject to covenants, easements, restrictions, reservations, agreements, and rights of way of record, if any, provided same do not:

- (a) contain any outstanding options or rights of re-purchase;
- (b) render title unmarketable.

DELIVERY OF DEED

4. The acceptance of a deed by the purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of the seller to be performed pursuant to this agreement, and no representation contained in this agreement and claims against the seller shall survive the closing of title, except those which are specifically set forth herein or those specifically set forth in a survival letter delivered at the time of closing.

9

RECORDING OF CONTRACT

5. The parties agree that neither this agreement nor any memorandum or notice thereof shall be recorded or tendered for recording in the County Clerk's Office of the County in which the land is situate. Purchaser further agrees that if this agreement, or any memorandum of short form thereof shall be recorded in any such office, this agreement, upon notice by the seller to the purchaser, may be deemed void at seller's option and of no further force and effect and such notice, if recorded, shall be deemed sufficient and adequate notice to third parties that this agreement is void and of no further force and effect.

ASSIGNMENT

6. This contract shall not be assigned by purchaser without the prior written consent of seller. Any assignment made in violation of this provision shall be void, and any such assignee shall acquire no rights by reason of any such assignment, nor shall the seller be required to recognize or accept same.

EXECUTION AND COUNTERPARTS

7. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic .pdf form shall be deemed to be their original signatures for all purposes.

SELLER'S REPAIR/REMEDIATION

8. Seller agrees, at its sole cost and expense, to remove and remediate if necessary, all asbestos located on or at the premises and provide proof of same to Purchaser, prior to closing.

PURCHASER'S OBLIGATIONS

9. The following provision shall survive the closing of title:

There presently exists on one of the conveyed parcels (TM #76.5-1-48) a structure occupied by the Mahopac Chamber of Commerce and formerly known as Tom Kat Sports. The parties

10
acknowledge and agree that the structure must be removed so as to carry out the intent of the party's agreements and the Town's stated purpose to construct public parking and a public park. The Town agrees, at its own cost and expense, to remove the structure within twenty-one (21) days of the conveyance of the parcels.

The Town shall, at its own cost and expense, continue pump out the runoff of water in the parking lot as part of ongoing maintenance. The Town, at its own cost and expense, shall be responsible to provide a continued power source to operate the pump for the runoff water in the parking lot during and after the demolition of the structure occupied by the Mahopac Chamber of Commerce and formerly known as Tom Kat Sports.

The Town shall, at its own cost and expense repave, landscape and hardscape the conveyed parcels as per a proposed site plan annexed as Schedule "B". This shall include new pavement, striping, curbing and sidewalks. The Bank shall contribute a maximum of \$50,000 toward the cost of the landscaping upon receipt of duly audited and paid invoices submitted by the Town.

The Town warrants and agrees that all improvements, including paving, landscaping, hardscaping, re-construction of entranceway shall be completed within thirty (30) months of the conveyance.

RESTRICTIVE COVENANTS AND EASEMENTS

10. This agreement is subject to and conditioned upon, the execution and recording of an Easement and Maintenance Agreement between the parties hereto and affecting the premises in the form and substance annexed hereto as Schedule B. The Purchaser shall pay all fees, including recording fees, to record the said agreement in the office of the Clerk of the County of Putnam.

[SIGNATURE PAGE FOLLOWS]

SELLER
MAHOPAC BANK

PURCHASER
TOWN OF CARMEL

BY: _____
GERALD J. KLEIN, JR.
President & Chief Executive Officer

BY: _____
KENNETH SCHMITT
Supervisor

12

SCHEDULE A
Conveyed Parcels

PARCEL 1:

955 South Lake Boulevard, Mahopac, New York 10541 (parking lot)
TM#76.9-1-14

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Route 6N where said point is intersected by the division line of lands now or formerly of The Mahopac National Bank, formerly of Max Hagman on the West and the herein described premises on the East;

THENCE continuing along said division line, North 20 degrees 29' 40" East 100.00 feet to a point on the southerly line of lands now or formerly of The Mahopac National Bank;

THENCE continuing South 68 degrees 45' 30" East 21.30 feet to a point on the westerly line of lands now or formerly of The Mahopac National Bank;

THENCE continuing South 19 degrees 13' 20" West 90.74 feet to a point on the northerly side of Route 6N;

THENCE continuing along the northerly side of Route 6N South 89 degrees 21' 20" West 25.00 feet to the point or place of **BEGINNING**.

EXCEPTING so much thereof as was appropriated by the People of State of New York (New York State Department of Transportation) in L.1180 cp51.

PARCEL 2:

929 South Lake Boulevard, Mahopac, New York 10541 (parking lot)
TM#76.9-1-15

All that piece or parcel of land situate, lying and being at Mahopac, in the Town of Carmel, County of Putnam and State of New York, bounded and described as follows:

BEGINNING at a point at the northerly side of the public road leading from Carmel to Peekskill distant 35 feet easterly measured along the highway from the southeasterly corner of a tract of land designated as Parcel "B" on a map entitled, "Mahopac Point, Lake Mahopac, Town of Carmel, Putnam County, New York", dated July 1916 as "Lot No. 47, at a corner of lands now or formerly of Zeleman; thence along said Zeleman lands North 18°33'20" East a distance of 99.74 feet to a point; thence North 69°22'30" East still along said Zeleman lands a distance of 20 feet to a point in the line of lands formerly of Hagman; thence North 100°31'20" East a distance of 55.63 feet along said Hagman lands to a point; thence South 68°32' East along lands formerly of Helgard a distance of 67 feet to a point and a private right of way; thence South 16°39' East a distance of 47.53 feet along said private right of way to a point; thence continuing along said right of way South 30°23' East a distance of 72.54 feet to a point on said public road; thence South 89°41'12" East along the assumed road line of said road a distance of 75 feet to the point and place of beginning.

TOGETHER with an easement or right of way, in common with others, for ingress and egress and for the maintenance of poles, wires and underground pipes and conduits upon and over lands formerly of "Mrs. C. Helgard, bounded and described as follows:

BEGINNING at a point at the northerly side of said public road leading from Carmel to Peekskill at the northeasterly corner of the lands herein first described; thence North 20°23' East 72.54 feet; thence North 16°50' East 47.53 feet to a stake at the northeast corner of lands herein first described; thence South 68°32' East 15.4 feet; thence at right angles to

483 and 409
said last mentioned course southerly at 17.54 feet to the northeast corner of lands of THE "MAHOPAC LAKE SHORE" BANK; thence southerly along the westerly side of lands of THE "MAHOPAC LAKE SHORE" BANK to a point at the northeast corner of lands of THE "MAHOPAC LAKE SHORE" BANK at the northerly side of the public road leading from Carmel to Peekskill; thence along the northerly side of the public road leading from Carmel to Peekskill, South 34°02'35" East 17.54 feet; thence continuing along the northerly side of said public road South 89°41'12" East 75.54 feet to a stake; the point and place of beginning.

SUBJECT to the following:

1. Mining and mineral rights, if any, owned by others than the grantors herein.
2. Zoning and Sanitary ordinances of the Town of Carmel.
3. Covenants of record that grantee agrees and assumes to pay not over Twenty-five (\$25.00) Dollars per year to owner of record for actual expenditure on maintenance of said easement in rainwater described, for such time as directly abuts on said right of way.
4. The premises shall not be used prior to December 1, 1955 for other than banking purposes.

TOGETHER with the right, title and interest of the party of the first part in and to the public highway abutting said premises to the center line thereof.

BEING the same premises as conveyed by deed dated May 17, 1949 by Mahopac Lake Shore Estates, Inc. to Mahopac Properties, Inc. and recorded in the Office of the Clerk of Putnam County on May 17, 1949 in Liber 352 of Records at Page 226.

15
PARCEL 3:

925 South Lake Boulevard, Mahopac, New York 10541 (1 use am bld)
TM# 76.5-1-48

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of South Lake Boulevard where same is intersected by the division line between lands now or formerly of the Estate of Lucille S. Godson formerly of MacDonald on the east and the herein described premises on the west;

thence continuing along the northerly side of South Lake Boulevard South 89° 34' 43" West 10.00 feet to the easterly line of a Canal;
thence continuing along the easterly line of a canal North 10° 04' 10" East 68.88 feet, North 20° 29' 40" East 300.00 feet, North 30° 13' 48" East 21.89 feet and North 39° 17' 38" East 25.05 feet to the shore of Lake Mahopac;
thence continuing along the shore of Lake Mahopac in a generally easterly direction to a point distant 38.56 feet on a course South 78° 49' 46" East from the last referenced point;
thence continuing along the westerly line of lands now or formerly of The Mahopac National Bank formerly of Polito South 20° 29' 40" West 405.00 feet to the point and place of BEGINNING.

PARCEL 4:

Rt. 6, Mahopac, New York 10541 (parking lot)
TM#76.5-1-50

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Mahopac, in the Town of Carmel, County of Putnam, and State of New York, bounded and described as follows:

PARCEL I

BEGINNING at a point on the shore of Lake Mahopac in the North-easterly corner of a parcel of land contracted to be conveyed by Hans. A. Melgard to Pasquale Polito by contract bearing even date herewith; running thence South 12 degrees, 50 minutes 20 seconds West 180 feet, more or less to an iron pipe set in the ground; thence South 77 degrees, 55 minutes, 40 seconds East 30 feet to a point; thence North 12 degrees, 50 minutes, 30 seconds East 180 feet, more or less to the shore of Lake Mahopac; to the point or place of BEGINNING.

PARCEL II

BEGINNING at the end of a curb on the Northerly side of Route W.B. 6N in the Southwesterly corner of lands now or formerly of the Mahopac National Bank; thence along said lands of the Mahopac National Bank North 5 degrees, 28 minutes, 40 seconds West 66.78 feet to a point; thence continuing along said lands of the Mahopac National Bank North 72 degrees, 48 minutes, 20 seconds East 60 feet to an iron pipe set in the ground; thence along lands now or formerly of the Mahopac National Bank North 12 degrees, 20 minutes, 30 seconds East 116.81 feet to a point; thence along lands of Hotel Mahopac, Inc., North 12 degrees, 20 minutes, 20 seconds East 180 feet, more or less to a point on the shore of Lake Mahopac; thence along the shore of Lake Mahopac as the same bounds and turns in a general easterly direction to a point in the line of the lands now or formerly of Mahopac National Bank; thence South 19 degrees, 49 minutes, 40 seconds West 234.07 feet, more or less to a point and lands heretofore conveyed to Mahopac Lake, Inc., by Hans. A. Melgard; thence South 68 degrees, 38 minutes East 47 feet to a point; thence South 12 degrees, 30 minutes East 47.65 feet to a point; thence South 72 degrees, 48 minutes East 73.64 feet to a point in the Northerly line of lands now or formerly of U.S. 6N; thence North 64 degrees, 00 minutes, 00 seconds East 180 feet to the point or place of BEGINNING.

RESERVED out of the above described parcel, the following described premises:

BEGINNING at a point marked by an iron pin set in the ground at the Northwesterly corner of premises conveyed to the Mahopac National Bank by Hans. A. Melgard by deed dated August 19, 1929 recorded in the Putnam County Clerk's Office in Book No. 152 of deeds at page 286; and running from said point of beginning along the Easterly side of the driveway hereinafter mentioned North 12 degrees, 38 minutes East 24.15 feet parallel to the Westerly line of lands conveyed to Hans. Melgard to Jackson McDonald by deed dated April 21, 1947 and recorded in said Clerk's Office in Book No. 330 of deeds at page 238 to a point distant 20 feet measured at right angles Northerly from the Northerly line of said Bank premises; thence North 72 degrees, 48 minutes, 20 seconds East 51.42 feet parallel to and distant 20 feet Northerly measured at right angles from the Northerly line of said Bank premises to a point in the Westerly line of lands conveyed by Hans. Melgard to Herbert and Josephine McHugh by deed dated May 23, 1946 recorded in said Clerk's Office in Book No. 300 of deeds, at page 469; thence along the line of said McHugh lands South 12 degrees, 30 minutes, 30 seconds West 24.25 feet to a point marked by an iron pin set in the ground at the Northwesterly corner of said Bank premises; thence along the Northerly line of said Bank premises South 72 degrees, 48 minutes, 20 seconds West 60 feet, to the point or place of BEGINNING.

That this conveyance includes all right, title and interest, if any, of the party of the First Part, in and to any land lying under waters of Lake Mahopac, and to any street or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof.

SUBJECT to Zoning Board Decision contained in instrument recorded in Liber 4 Miscellaneous page 182.

SUBJECT to Easement, Reservation, Covenants and Conditions contained in instrument recorded in Liber 476 of Conveyances, page 501.

SUBJECT to Driveway rights contained in instruments recorded in Liber 452 of Conveyances, page 118.

SUBJECT to Agreements contained in instruments recorded in Liber 60 Conveyances, page 281, Liber 136 of Conveyances, page 168 and in Liber 191 of Conveyances, page 288, Grant contained in instrument recorded in Liber 238 of Conveyances, page 100. Easement contained in instrument recorded in Liber 321 of Conveyances, page 469. Outstanding mining and mineral rights, if any.

SUBJECT to any question that may arise by reason of the conveyance by Carmela Polito to the Mahopac National Bank, dated, July 3, 1956 and recorded on July 3, 1956 in Liber 476 of Conveyances, page 501, in that said conveyance may be in violation of the provisions of the Zoning Board Decision, recorded in Liber 4 Miscellaneous, page 182, prohibiting the subdivision of the premises therein referred to, without the consent of the Zoning Board of Appeals of the Town of Carmel. Subject to a mortgage now a lien on said premises held by the MAHOPAC NATIONAL BANK.

17
AND EXCEPTING:

1178 W 316

ROW 91-R1a
(SECTION A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT: PIN 0456.06-201, PROC. 10033 DESCRIPTIONS AND MAPS
MAP NOS. PARCEL NOS.

S.H. 9274A 57 66
OSCEOLA LAKE-MAHOPAC LAKE, PART 2
PUTNAM COUNTY
TOWN OF CARMEL

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps
TO:

THE MAHOPAC NATIONAL BANK-Mahopac, NY 10541

TAKE NOTICE that on the 5th day of October 1992, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the day of DEC. 9 1992 19 there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

Dated: DEC 9 1992

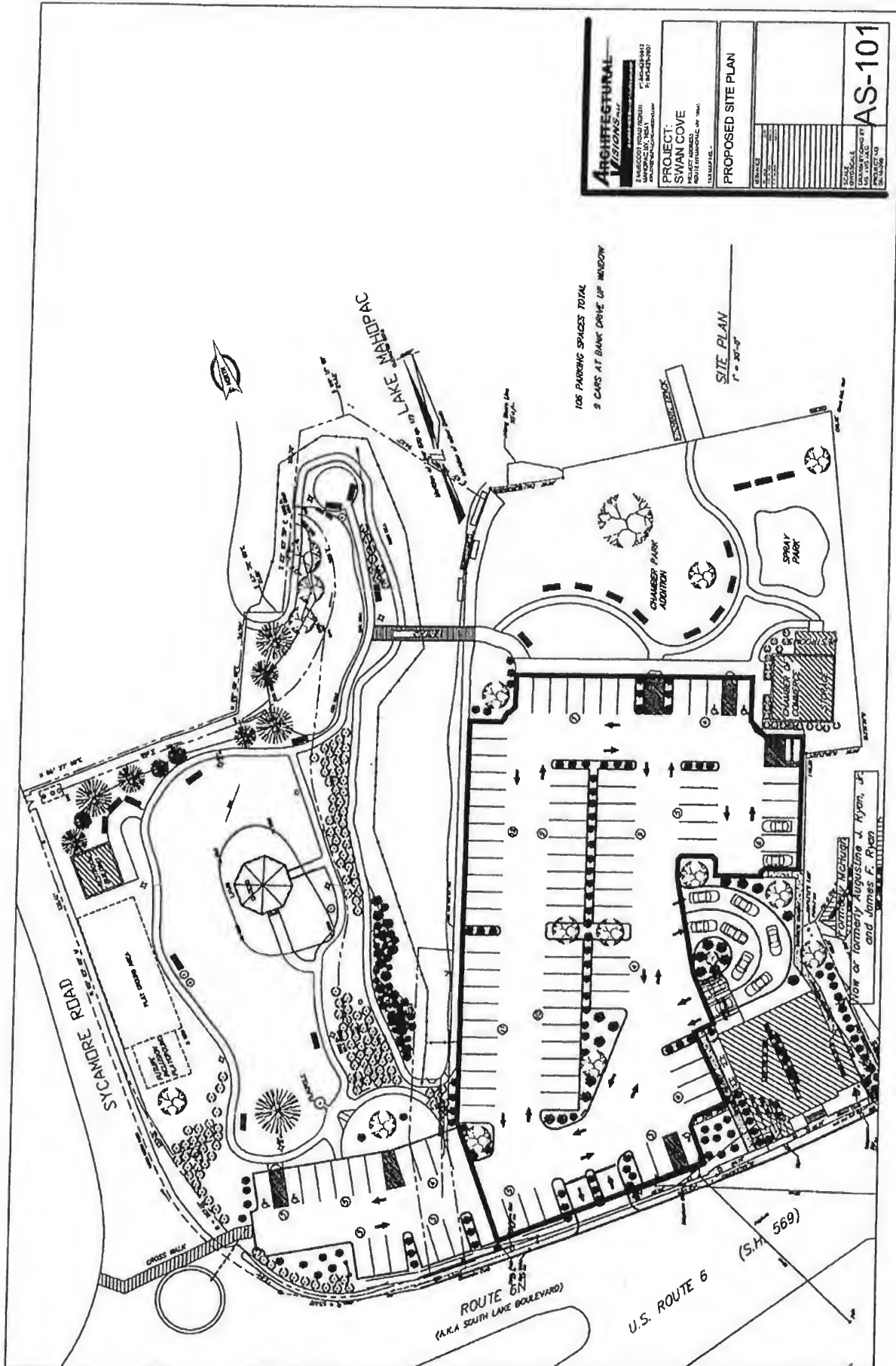
COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

By: 

Director, Real Estate Division

SCHEDULE B
Proposed Site Plan

SCHEDULE B
Proposed Site Plan



ARCHITECTURAL VISIONS
 21400001 (PROJ) 1/2012
 21400001 (PROJ) 1/2012
 21400001 (PROJ) 1/2012

PROJECT:
 SWAN COVE
 PROJECT ADDRESS:
 10111 S. LAKE BOULEVARD, SUITE 100
 LAKESIDE, CA 92040

PROPOSED SITE PLAN

AS-101

76 parking spaces

SCHEDULE B
Easement and Maintenance Agreement

Easement and Maintenance Agreement

Whereas, the Town of Carmel ("Town") currently owns and maintains a parcel of land known as the "Chamber Park" located at the intersection of US Route 6 and Route 6N in the Hamlet of Mahopac, described as TM # 76.5-1-47; and

Whereas, the Town has acquired adjacent lands from Swan Cove Manor, LLC described as TM # 76.5-1-49 in order to expand the Chamber Park and provide public parking for the Hamlet of Mahopac; and

Whereas, the Mahopac Bank ("Bank") a wholly owned subsidiary of Tompkins Financial, Inc. owns and operates a retail banking establishment at 630 Route Six, Mahopac, New York (TM # 76.9-1-17), an appurtenant drive-thru facility (TM # 76.9-1-16), three parking lot parcels (TM # 76.5-1-50, TM # 76.9-1-15 & 76.9-1-14) and an office building (TM 76.5-1-48) adjacent to the above described Chamber Park and Swan Cove Manor, LLC property; and

Whereas, the Town wishes to acquire from the Bank the three parking lot parcels (TM# 76.5-1-50, 76.9-1-15 & 76.9-1-14) and the office building (TM# 76.5-1-48) (hereinafter "conveyed parcels" described in Schedule "A" annexed hereto) in order to further expand the Chamber Park, provide public parking and re-align and combine the entrances to the Bank and the Chamber Park into one, safe, shared driveway; and

Whereas, the Bank is desirous of selling the conveyed parcels to the Town, upon the condition that it retains a permanent, exclusive parking easement to certain areas adjacent to the Bank branch for its employees and customers; and it retains a non-exclusive or shared parking easement over the conveyed parcels; and it acquires a new re-aligned and reconstructed driveway easement to and from the Bank branch and drive-thru facility over the conveyed parcels to US Route 6N; and the Town accepts certain restrictive covenants to run with the land in perpetuity; and

Whereas, the exact location and dimensions of the new entrance driveway, drive-thru and parking areas and undesignated and designated parking spaces cannot be determined until engineering and traffic studies are concluded, permits obtained and actual construction completed; and, it is the parties' intent that the completed, paved and landscaped project shall appear substantially similar to the "proposed site plan" depicted on Schedule "B" annexed hereto.

Now, therefore, in consideration of the mutual covenants and restrictions contained herein and the purchase price paid by the Town to the Bank for the real property acquired, it is agreed by and between the parties as follows:

Exclusive Parking

The Bank hereby retains an exclusive, free parking easement over and to eighteen (18) designated parking spaces to be selected by the Bank upon completion of the parking lot improvements. The spaces to be designated shall be adjacent to and/or nearby the Bank branch building. The designated parking spaces shall be for the exclusive use by the Bank's customers, invitees and employees. The Bank shall be permitted to mark the pavement of such spaces as exclusive and post a sign at the entrance. The Bank shall have the right to remove vehicles parked in violation of the Bank's exclusive right to utilize such spaces.

Shared Parking

The Bank hereby retains a non-exclusive, free parking easement over and to all parking spaces located on the conveyed parcels as well as other lands owned by the Town (Swan Cove Parcel) for the use by its customers, invitees and employees. This shall include parking spaces now existing, spaces to be reconfigured and spaces to be constructed. The Bank's uses of such spaces shall be in common with members of the public and subject to rules and regulations promulgated by the Town.

Drive-Thru

The Bank hereby retains an exclusive easement over the conveyed parcels to reconstruct, reconfigure, use and maintain its drive-thru banking facility located at the rear of the existing Bank branch facility. Upon completion of the reconfigured drive-thru, and the completion of the new shared driveway, the Bank shall discontinue and abandon the existing drive-thru driveway located between the Bank branch and the adjoining service station and block vehicle ingress and egress to and from U.S. Route 6. Said exclusive easement shall be generally located and configured as shown and labeled on the attached Schedule "B" to this agreement.

Access

The Bank hereby retains the non-exclusive right for access and egress over and to the conveyed parcels (as shown on the attached Schedule "B") to and from Route 6N for use by its customers, invitees and employees. This easement shall include the existing entranceway as well as any new entranceway to be constructed by the Town.

Landscaping

The Town shall, at its own cost and expense repave, landscape and hardscape the conveyed parcels as per a proposed site plan annexed as Schedule "B". This shall include new pavement, striping, curbing and sidewalks. The Bank shall contribute a maximum of \$50,000 toward the cost of the landscaping upon receipt of duly audited and paid invoices submitted by the Town.

Maintenance

The Town shall, at its own cost and expense salt, sand and plow all parking areas (excluding bank drive-thru) and the entranceway, by 7:30 AM each morning as conditions require and continue throughout the day as conditions require. In default, thereof, the Town shall be required to reimburse the Bank for actual costs incurred in removing snow and shall pay the Bank an administrative fee of \$500.00 per day.

The Town shall, at its own cost and expense, continue pump out the runoff of water in the parking lot as part of ongoing maintenance. The Town, at its own cost and expense, shall be responsible to provide a continued power source to operate the pump for the runoff water in the parking lot during and after the demolition of the structure occupied by the Mahopac Chamber of Commerce and formerly known as Tom Kat Sports.

Utilities

The Town, at its own cost and expense shall bring all available public utilities (Water, Gas & Sewer) to the lands to be conveyed and the Bank shall be permitted to access and use any and all utilities. The Bank shall be responsible for any and all connection costs and fees incurred in the physical connection of Bank facilities to the referenced utilities.

29

Restrictions

The conveyed parcels shall be used solely and exclusively as a public park and municipal parking lot. The conveyed parcels shall be combined with the Swan Cove and Chamber Park parcels to form one passive public park and municipal parking lot. The park shall be deemed a "passive park" for the purposes of this agreement. "Passive park" shall be defined to include utilization for farmer's markets, concerts and temporary seasonal and/or holiday-related civic and community activities conducted by the Town of Carmel, and these activities shall not interfere with the bank branch operations during banking hours. The town shall provide personnel, on site, during such activities to assure compliance with the terms of this agreement.

There shall be no overnight parking or storage of vehicles, no parking or storage of oversize vehicles, equipment or trailers. There shall be no public motorized boat launch or ramp, no mooring of boats and no docks for the mooring of boats. Access to lake Mahopac shall be for Town of Carmel and/or Town of Carmel Department of Recreation and Parks related programs and activities only, as well as by Town residents with duly issued permits for purposes of non-motorized water craft access.

There shall be no permanent structures erected or maintained on the conveyed lands and Swan Cove parcel except a single-story building not to exceed 1000 square feet (said calculation to be exclusive of the area comprising women's and men's restroom facilities to be constructed as part of said building) and used only for Town of Carmel and/or Town of Carmel Department of Recreation and Parks related purposes, as shown on Schedule "B".

There presently exists on one of the conveyed parcels (TM #76.5-1-48) a structure occupied by the Mahopac Chamber of Commerce and formerly known as Tom Kat Sports. The parties acknowledge and agree that the structure must be removed so as to carry out the intent of the party's agreements and the Town's stated purpose to construct public parking and a public park. The Town agrees, at its own cost and expense, to remove the structure within twenty-one (21) days of the conveyance of the parcels.

The Town warrants and agrees that all improvements, including paving, landscaping, hardscaping, re-construction of entranceway shall be completed within thirty (30) months of the conveyance.

The parties further agree that the conditions, covenants, restrictions and provisions contained in this agreement are all relevant, material and necessary, constitute due consideration in addition to any monetary consideration paid in connection herewith and shall be enforceable in a court of law. The Bank may seek relief by way of specific performance, injunction, or money damages and shall not be required to choose a single or exclusive remedy.

Dated: July____, 2019

[SIGNATURE PAGE FOLLOWS]

MAHOPAC BANK

25
TOWN OF CARMEL

By: _____
GERALD J. KLEIN, JR.
President & Chief Executive Officer

By: _____
KENNETH SCHMITT
Supervisor

TO BE USED ONLY WHEN ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

STATE OF NEW YORK)
COUNTY OF PUTNAM) ss.:

On July ____, 2019, before me, the undersigned, personally appeared KENNETH SCHMITT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

STATE OF NEW YORK)
COUNTY OF PUTNAM) ss.:

On July ____, 2019, before me, the undersigned, personally appeared GERALD J. KLEIN, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

WORK SESSION AGENDA ITEM #1
TOWN OF CARMEL
BUDGET REVISIONS MAY - JUNE 2019 #2019/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1410.0019	TOWN CLERK OTHER COMPENSATION	55,814.00	
	100.3620.0019	BUILDING DEPARTMENT OTHER COMPENSATION	39,566.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	95,380.00	
		- PROVIDE FOR RETIREMENT PAYOUT OF ACCRUED TIME		
2	100.3120.0012	POLICE OVERTIME EXPENSE	30,645.51	
	100.1989.2680	INSURANCE RECOVERY - PAYROLL	30,645.51	
		- PROVIDE FOR POLICE OVERTIME EXPENSE FROM 207C REVENUE RECEIVED		
3	100.3120.0024	POLICE ACCIDENT REPAIRS	5,773.24	
	100.1989.2681	INSURANCE RECOVERY - ASSET	5,773.24	
		- PROVIDE FOR POLICE VEHICLE REPAIRS FROM INSURANCE CLAIM		
4	100.1220.0013	SUPERVISOR TEMPORARY STAFF	500.00	
	100.1315.0012	COMPTROLLER STAFF OVERTIME	60.00	
	100.1410.0011	TOWN CLERK STAFF	2,690.00	
	100.1220.0011	SUPERVISOR STAFF PERSONNEL SERVICES		500.00
	100.1315.0047	COMPTROLLER CONFERENCES		60.00
	100.1410.0080	TOWN CLERK EMPLOYEE BENEFITS		2,690.00
		- TRANSFER FOR MISCELLANEOUS STAFF COMPENSATION COSTS		
5	100.1410.0086	TOWN CLERK RETIREE INSURANCE	10,500.00	
	100.1410.0080	TOWN CLERK EMPLOYEE BENEFITS		10,500.00
		- TRANSFER FOR RETIREE HEALTH INSURANCE COST		
6	100.1640.0020	CENTRAL GARAGE EQUIPMENT	2,000.00	
	100.1640.0080	EMPLOYEE RETIREMENT		2,000.00
		- TRANSFER FOR CENTRAL GARAGE EQUIPMENT		
7	100.3120.0017	POLICE UNIFORM ALLOWANCE	950.00	
	100.3120.0013	POLICE TEMP STAFF - JAIL		950.00
		- TRANSFER FOR POLICE UNIFORM ALLOWANCE		
8	100.3121.0040	LAKE PATROL CONTRACTUAL EXPENSES	15,113.00	
	100.3120.0027	POLICE EQUIPMENT		15,113.00
		- TRANSFER FOR COST TO REPAIR POLICE BOAT PER AUTHORIZING RESOLUTION		
9	100.3650.0040	BUILDING DEMO EXPENSE	3,100.00	
	100.1990.0040	CONTINGENCY		3,100.00
		- TRANSFER FOR ASBESTOS SURVEY FOR POTENTIAL TOWN PROPERTY		
10	100.5010.0012	HIGHWAY ADMIN OVERTIME	1,000.00	
	100.5010.0086	RETIREE'S HEALTH INSURANCE		1,000.00
		- TRANSFER FOR HIGHWAY ADMIN OVERTIME		
11	100.7020.0011	RECREATION ADMIN STAFF	4,195.00	
	100.7020.0086	RETIREE'S HEALTH INSURANCE		4,195.00
		- TRANSFER FOR STAFF COMPENSATION COST		
12	100.7110.0012	PARK STAFF OVERTIME	1,000.00	
	100.7110.0022	PARK EQUIPMENT		1,000.00
		- TRANSFER FOR PARK STAFF OVERTIME		
13	100.7113.0040	CHAMBER PARK CONTRACTUAL EXPENSES	1,000.00	
	100.7114.0040	RED MILLS CONTRACTUAL EXPENSES	9,500.00	
	100.7020.0044	RECREATION BUILDING CONCESSION EXPENSE		2,000.00
	100.7020.0045	RECREATION BUILDING REPAIRS		5,000.00
	100.7117.0040	CARMADA PARK CONTRACTUAL EXPENSES		3,500.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES		